

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PACIFIC INTERPRETERS, INC., A LANGUAGELINE SOLUTIONS COMPANY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pacific Interpreters, Inc., A LanguageLine Solutions Company, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for interpreting services on April 22, 2014, by Resolution 073110; and

WHEREAS, the parties amended the agreement by Resolution 073152 also authorizing the Chief of the Health System to execute an amendment to include services for Human Services Agency and add an additional \$800,000, resulting in an agreement not to exceed \$1,400,000; and

WHEREAS, the parties wish to further amend the Agreement increasing the amount payable for the San Mateo Medical Center and Clinics by \$350,000 to an amount not to exceed \$950,000, increasing the total not to exceed amount for this agreement to \$1,750,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000).

2. Revised Exhibit B (rev. 05/1214) is replaced in its entirety with Revised Exhibit B (rev. 09/23/15).

- 4. All other terms and conditions of the agreement dated 04/22/14, between the County and Contractor, shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

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DocuSigned by:

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Contractor's Signature / Michael F. Schmidt, CFO

Date: 11/6/2015

Revised Exhibit B (rev.9/23/15)

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Rate:

County shall pay Contractor at a rate of \$0.99 per minute, regardless of language requested or time of request.

Invoicing:

Health System:

Contractor will invoice electronically the Interpreter Program Manager by the 10th of the month after rendered services with the Contractor's monthly report indicating the date of each call, the time the call was initiated, the number of minutes used, the language requested, the originating site of the request, the cost of each call, and the time elapsed from call initiation to interpreter access.

County shall pay Contractor monthly upon receipt of reports and invoices. Services under this Agreement for San Mateo Medical Center and Clinics shall not exceed the amount of \$950,000 including any taxes or fees for the term of the agreement unless agreed upon by all parties and this agreement is amended in writing and signed by both the County and Contractor.

Contractor shall send invoice along with monthly reports to:

San Mateo Medical Center
Attention: Accounts Payable
222 W. 39th Avenue
San Mateo, CA 94403

Human Services Agency:

County shall pay Contractor monthly upon receipt of reports and invoices. Services under this Agreement for Human Services Agency shall not exceed the amount of \$800,000 including any taxes or fees for the term of the agreement unless agreed upon by all parties and this agreement is amended in writing and signed by both the County and Contractor.

Contractor shall send invoice along with monthly reports to:

Human Services Agency
Attention: Office of Administrative and Information Services
1 Davis Drive
Belmont, CA 94002